

EXHIBIT A

Phone: (205) 447-2988



Email: Shaney740@gmail.com

Installation Contract

THIS AGREEMENT made this 24th day of February, 2024 between Steve Honey
herein called the "OWNERS" and Distinctive Pools and Spas, LLC dba

Hollington Pools, LLC herein called the CONTRACTOR.

WITNESSETH:

WHEREAS, the Owners are the owners of real property located at 270 Shady Crest Rd, Hoover, AL 35226
and WHEREAS, the Owners are desirous of having the Contractor install a SWIMMING POOL on the said real property owned by the
Owners.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as fol-
lows: The Owners agree to purchase and the Contractor agrees to sell and install a SWIMMING POOL in an excavation on the
Owner's property for the sum of Twenty nine thousand four hundred twenty-five dollars \$79,425.00
Dollars. Owners agree to pay the total contract price, as above, at the following intervals and in the amounts stated.

Deposit: \$ 39,712.50 50%

After Shell Installation: \$ 31,770.00 40%

Final Draw on Completion: \$ 7,942.50 10%. [Any additional expenses will be added to final draw]

In the event of stoppage by Owners, or other conditions beyond the control of the Contractor, Owner will Pay Contractor on billing
for all work then performed and for all materials then delivered. Once the pool shell is ordered from the manufacture, the 50%
deposit is considered earned and not refundable.

SPECIFICATIONS

Pool Model Coral Sea Langer 31'
Size and Shape 31'2" x 15'2"
Filter Sand Filter
Pump Pentair VSP
Shell Color _____
Hand Rail No!
Mtc. Kit Screen Logic W/F: \$750.00

Automatic Cleaner No! Pool starter kit
Electrical and Bonding yes! (Hollington to provide to equip)
Salt Water System yes
Underwater Light 3 LED's
Concrete Apron 5' with contact
Heater Heat Pump with Heat & Cool \$6400.00
Misc. Extras Waterline tile \$2500.00

SPECIAL INSTRUCTIONS

Additional projects to be completed by Earth Brothers: Retaining wall, Outdoor fireplace,
Outdoor kitchen, Patio area, etc. Total \$50,000.00

Wet charge is an extra expense to Owners if ground water or seepage is present. Dirt Hauling to or from the job is an extra expense charged to
owner. Dirt around the pool is to be left in rough grade, no landscaping. Decks are not considered part of the pool, therefore not covered by
warranty. We are not held responsible if cracks, or discoloration occurs.

The parties have read and understand this agreement including all conditions described on the reverse side of this contract and are in complete
agreement with same. In witness thereof, the parties hereto have this day set their hands and seals the day and year above written.

CONTRACTOR

DATE

OWNER

DATE

AGREED CONDITIONS

1. Owners shall designate by stake the exact site and elevation of the pool, and be responsible for the location as being within their property lines and clear of setbacks, underground installations, and any other restrictions whether by zoning or by deed. Owners shall indemnify and save harmless Contractor from any loss or expense arising by reason of trespass and/or damage by Contractor resulting from Owners designation of pool site and location. Owner is responsible to call 811 and have underground utilities located and marked.
2. Any site preparation, cutting of trees, power lines, or underground piping which lie in, upon or over the pool location shall be re-moved by Owner at Owner's expense.
3. The Owner's further agree to provide reasonable access to the pool site for all personnel and equipment, including cement trucks, as well as for the storage of any materials or supplies necessary to construct and complete the pool. Contractor shall not be liable for damage to grass, lawns, shrubbery, trees, sidewalks, driveways, or patios damaged from accessing job site or during installation of the swimming pool and equipment. The use of Concrete pumps is an extra expense to be paid by Owners.
4. Owners shall be responsible for supplying all electricity, including an open panel box for electrical tie-in, water, and any additional facilities required for the same to the pool site.
5. Contractor shall not be obligated to make any alterations or deviations from this agreement and the specifications set forth herein except under a written change order signed by both Owners and Contractor which specifically sets forth the alterations and deviations desired and obligates the Owners to pay for any extra expense involved in accomplishing such alterations or deviations.
6. This contract is based upon normal excavation conditions. Normal excavation is defined as any excavation that can be removed from its natural bed by a back hoe or equal, operated in a normal manner. If during the excavation operation, Hardpan, rock, or any other materials which require drilling and/or blasting or special excavation equipment, or earth caving, or water seepage is uncovered and/or any unusual situation is found to exist where additional time is required, Contractor shall have the right to charge the Owner actual cost plus 20%.
7. Contractor agrees all material used shall be of good quality and that all work will be done in a good workmanlike manner, and war-rants his work to be free of defects in workmanship for one (1) year from completion of such work. If defects should occur within such time, shall be remedy same without cost to Owners, provided said Owners have complied in full with the terms of payment and other conditions of this agreement, and has within the warranty period notified the Contractor in writing of such defects. The Owner agrees, however, that with respect to all assemblies or units purchased by the Contractor for installation in the pool (such as pumps, filters, Sanitation systems, heaters, fittings, accessories, and other purchased items) that they shall look solely at the manufacturer's guarantee and not the Contractor.
8. The Owner understands that to the extent that the work required under this contract includes providing of concrete slabs or walks that such concrete due to natural conditions is subject to cracking which does not affect its utility and that such cracking of concrete will be no basis for any claim of default on the part of the Contractor.
9. Title to all removable equipment, parts, accessories, and other materials installed hereunder shall remain as Contractor's, as personal property, until all monies due Contractor shall have been paid in full.
10. Contractor shall not be responsible for sinkhole or soft bottom which may occur, especially in pools in low or wet areas.
11. "Dirt", all excess excavated material not required around pool shall be removed at Owner's expense.
12. The parties hereto further agree that the Contractor's warranty shall not be available to the Owners unless the entire amount of the contract, together with any extras, shall have been paid by the owner in full.
13. The Contractor shall not be responsible for damage or delay due to inclement weather, or other causes beyond his control.
14. Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's property have certain Lien Rights on the land, including improvements herein to secure payments by virtue of applicable state statutes of Owner and Contractor. Owner shall furnish a copy of each lien notice received to any mortgagee of said land. Contractor agrees to cooperate with the owner and mortgagee, if any, to see that all lien claimants are duly paid.
15. The parties hereto further agree that there are no warranties or representations made by or on behalf of the Contractor other than. Those specifically set forth herein.
16. This Agreement shall be governed by and construed in accordance with the laws of Alabama excluding any conflict of law provisions. Any dispute or other legal action concerning this agreement, including any arbitration or litigation proceedings shall be conducted in Shelby County Alabama. Each party shall bear their respective cost for attorneys except for collections of unpaid invoices. For unpaid invoices, reasonable attorneys fees and other collections costs will be added to the past due balance. All parties waive their right to a jury trial.
17. All claims and controversies related to or arising herefrom shall be submitted to binding arbitration by one arbiter in Alabama in accordance with the rules of the American Arbitration Association. Judgement on an arbitration award may be entered and enforced in any court having jurisdiction. Neither party shall file any action in a state or federal court, or an administrative tribunal, except to enforce an arbitration decision. The parties shall equally bear arbitration costs. Additionally, each party shall bear their own respective attorney fees, costs and other fees unless otherwise ordered by the arbiter. Arbitration shall be conducted in Shelby County, Alabama. Under no circumstances shall punitive or other exemplary damages be included in an arbitration award made hereunder. ANY AND ALL DISPUTES, INCLUDING CHALLENGES TO THE TERMINATION HEREOF, ARE GOVERNED HEREBY.



5184 Caldwell Mill Rd, Suite 204-256
Birmingham, AL 35244
Phone (205) 209-0039

February 24, 2024

Mr. Steve Haney
270 Shades Crest Road
Hoover, AL. 35226

Please find below our proposal for the above referenced address.

Description	Qty.	Unit	Total
Hardscapes package to go along with the pool			
Pricing Includes:			
• Retaining wall (to look like random rock from 3' to 0' approximately 70' with steps)			\$12,500.00
• Outdoor Fireplace (to look like the picture in the book random rock)			\$20,000.00
• Outdoor Kitchen (grill and green egg to be supplied by homeowner)			\$8,750.00
• Patio allowance 700' (made out of Lurncrete stained & cut to look like flagstone			\$2,500.00
additional patio over 700' will be charged at \$25 a square foot.)			
• Allowance for outdoor kitchen Lurncrete flagstone patio and walkways 250'			\$6,250.00
TOTAL			\$50,000.00

*Price includes all materials, tools, equipment, supervision, general liability and worker's compensation insurance to perform the work.

**Unsuitable soils, unforeseen conditions, boring under existing walks, curbs and streets, installation of power, gas and water are excluded. Acts of God or other uncontrollable damage also excluded.

***Proposal converts to a contract upon commencement of work. Payment not received by the due date shall accrue interest at the rate of 19% annum from due date. Customer responsible for any collection and attorney fees required to collect past due balance.



CASHIER'S CHECK

03/13/2024



STEPHEN G HANEY / DOWN PAYMENT

Purchaser / Purchased For

THIRTY NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND 50 CENTS

PAY TO THE ORDER OF: HOLLINGTON POOLS

\$39,712.50

Fee \$0.00

60AMP 220V

NOT NEGOTIABLE
CUSTOMER COPY

Regions Bank

Branch AL00112
CC000112

Stephen Q Haney 270 JAMES GAST RD
HUNTER, AL 35226
205 447-2000

1051
61-1/620

June 17, 2024
DATE

PAY TO THE ORDER OF HUNTERTON ROLS

\$ 35,741⁰⁰

THIRTY FIVE THOUSAND SEVEN HUNDRED FORTY ONE AND 00/100

DOLLARS

REGIONS BANK

FOR OTHER INFORMATION

[Signature]

⑆06 20000 191⑆

1051



To: Melanie Wilson

From: Wes Hollington

Re: Swimming Pool

Date: 12-7-23 Updated

Mrs. Wilson, I want to thank you for the opportunity to build your swimming pool at your home. I enjoyed our conversation and I hope to earn your business. At Barrier Reef Pools, we have three goals, we want your swimming pool to be as carefree as possible, a part of the home that you enjoy and that it be affordable. Please find below the detail and pricing for the project. Please don't hesitate to text or call me with any questions. Again, thank you for your time and consideration.

Inground Barrier Reef swimming pool

Installation of a BR swimming pool package system, to include the following:

- Permitting
- 1- Skimmer and 4-return fittings w/2" plumbing
- 3- LED lights
- Pentair variable speed pump
- Pentair sand filter
- Pentair Easy Touch Salt System or equivalent
- Overflow line
- Starter cleaning kit which includes a skimmer hose, brush, leaf rake & extendable handle
- 5' brushed concrete
- Electrical package from equipment pad (homeowner will need get power to pad)

Pricing includes all material and labor:

○ Coral Sea Lounger 31'	\$69,775.00
○ Waterline Tile Allowance	\$2,500.00
○ Heat pump with heat and cool capability	\$6,400.00
○ Screen Logic for Wi-Fi control (my cost)	\$750.00

Pricing includes all material and labor **Total Pool Price \$79,425.00**

Please call me at (205) 209-0039 with any questions.

Again Thank You,

Wes Hollington

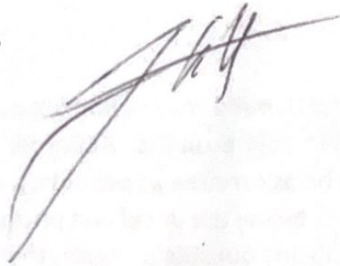
A handwritten signature in black ink, appearing to be 'Wes Hollington', written over a faint, illegible background of text.

EXHIBIT B

INVOICE # 2024-2701**OWNER INFORMATION**

Name Steve Haney
Address 270 Shades Crest Road
City, State ZIP Hoover AL
Phone 205-447-2968
Email

Project name Pool

CONTRACTOR INFORMATION

Company Mareno Construction, LLC
Name Brian Mareno
Address PO Box 813
City, State ZIP Helena, AL 35080
Phone 205-238-4747
Email brian@marenconstruction.com
Date 10/3/2024

Invoice Description**Due on Receipt**

Mobilize Equipment	\$300.00
Silt Fence	\$650.00
Demo Permit	\$468.00
Hammer Rental	\$652.58
Crane Rental-Remove	\$1,073.09
ADS Pipe-Driveway Drain/Well Point Pool	\$546.35
Geostone Wall Part 1	\$13,072.00
Pool Supplies(Pool 360)	\$4,918.12
Bobcat	\$3,750.00
Excavator	\$7,100.00
Labor	\$6,650.00
DumpTruck & Entrance Stone	\$3,950.00
Pool Permit	\$845.00
Lowes ADS Drain Pipe 4"	\$157.26
Lowes Misc Fittings	\$33.39
Fence Rental	\$152.64
2 Loads Stone	\$1,971.41
3 Loads Stone	\$3,000.97
Crane Rental-Set	\$1,073.09
Dump Truck 6/24	\$1,050.00
Bond Beam Concrete	\$744.40
Bond Beam Labor	\$750.00
Misc Pool Fitting Home Depot	\$22.46
Cartridge Filter	\$1,174.56
Misc Fittings Superior	\$34.38
Swap Filter/Clean Pool	\$700.00
Additional 12x12 Ivory Coping	\$285.52
Coping Labor	\$1,200.00
OH+P(25%)	\$14,082.81
TOTAL DUE	\$70,414.03